

City Clerk File No. Ord. 16.045

Agenda No. 3-A 1st Reading

Agenda No. 4-A 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.045

TITLE:

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 1505 LOT 55 COMMONLY KNOWN BY THE STREET ADDRESS OF 54 GRAHAM STREET

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City as an area in need of rehabilitation, is authorized to adopt an ordinance to utilize tax exemptions pursuant to N.J.S.A. 40A:21-1, et seq., also known as the Five (5) Year Exemption and Abatement Law; and

WHEREAS, pursuant to N.J.S.A. 40A:21-1 et seq., the City of Jersey City adopted Ordinance 05-060, Section 304-6 et seq. of the Municipal Code, to allow Five (5) Year Tax Exemptions; and

WHEREAS, Five (5) Year Tax Exemptions allow the Tax Assessor to regard the full and true value or a portion thereof of certain improvements as not increasing the full and true value of certain property for a period of five (5) years, provided the owner's application is approved by the Tax Assessor and by Ordinance of the Municipal Council; and

WHEREAS, Blue Water Homes, LLC is the owner of Block 1505, Lot 55 on the City's Tax Map and more commonly known by the street address of 54 Graham Street, Jersey City, New Jersey; and

WHEREAS, pursuant to N.J.S.A. 40A:21-1 et seq. and Section 304-12 of the Municipal Code, Blue Water Homes, LLC has applied for a tax exemption to convert an existing (1) one story warehouse into a four (4) story, twelve (12) unit market-rate residential rental project [the Project]; and

WHEREAS, although the Project received the required variances from the Zoning Board of Adjustment on March 20, 2008 and was cleared to proceed, construction of the Project has not yet commenced; and

WHEREAS, on January 29, 2016, the owner filed an application with the Tax Assessor to exempt the Project from taxes for five years, a copy of which is attached hereto; and

WHEREAS, Blue Water Homes, LLC proposes to pay the City as follows:

- (a) Year 1: the tax year in which the structure will be completed, no taxes on improvements;
- (b) Year 2: the second tax year, twenty percent (20%) of the taxes on the improvements, estimated to be \$5,438;
- (c) Year 3: the third tax year, forty percent (40%) of the taxes on the improvements,

**AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION
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estimated to be \$11,094;

(d) Year 4: the fourth tax year, sixty percent (60%) of the taxes on the improvements, estimated to be \$16,974;

(e) Year 5: the fifth tax year, eighty percent (80%) of the taxes on the improvements, estimated to be \$23,085;

WHEREAS, the total tax to be paid over the five year term is estimated at \$56,591; and

WHEREAS, the Tax Assessor has estimated that the full and true value of the new construction will generate an additional tax payment of \$26,658 a year; and

WHEREAS, the applicant has agreed that in the event the Citywide revaluation results in a decrease in the estimated amount of actual taxes otherwise due, then for purposes of calculating a tax payment hereunder and for the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes otherwise due; and

WHEREAS, the application for tax exemption was complete and timely filed; the application was approved by the Tax Assessor and the newly constructed multiple dwelling is eligible for a tax exemption pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code; and

WHEREAS, upon the expiration of the tax exemption, the total assessment will generate a total annual tax payment of \$39,063, including taxes on the land; and

WHEREAS, Blue Water Homes, LLC will pay \$24,000.00 to the City's Affordable Housing Trust Fund at the rate of \$1,500 per residential unit for twelve (12) units ($\$1,500 \times 12 = \$18,000$) and \$1.50 for each square foot of parking (4,000 square feet of parking $\times \$1.50 = \$6,000$); and

WHEREAS, on February 16, 2016, the Tax Exemption Committee recommended the approval of the tax exemption to the Mayor.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The application, attached hereto, for a five (5) year tax exemption pursuant to N.J.S.A. 40A:21-1 et seq. and Section 304-12 of the Municipal Code, for the full and true value of the proposed three (3) story addition to a one (1) story industrial building containing a parking garage with twelve (12) parking spaces and twelve (12) market-rate rental residential units located at Block 1505, Lot 55 on the City's Tax Map and more commonly known by the street address of 54 Graham Street, is hereby approved.

2. The Mayor or Business Administrator is hereby authorized to execute a tax exemption agreement which shall contain at a minimum, the following terms and conditions:

(a) estimated tax payment on the new improvements shall be:

(i) Year 1: the tax year in which the structure will be completed, no taxes on improvements;

(ii) Year 2: the second tax year, twenty percent (20%) of the taxes on the improvements, estimated to be \$5,438;

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- (iii) Year 3: the third tax year, forty percent (40%) of the taxes on the improvements, estimated to be \$11,094;
- (iv) Year 4: the fourth tax year, sixty percent (60%) of the taxes on the improvements, estimated to be \$16,974;
- (v) Year 5: the fifth tax year, eighty percent (80%) of the taxes on the improvements, estimated to be \$23,085;

The applicant has agreed that in the event the Citywide revaluation results in a decrease in the amount of actual taxes otherwise due for purposes of calculating a tax payment hereunder; during this five (5) year period, the amount due hereunder shall be calculated on the higher of the amount estimated above or the actual taxes due after the revaluation; and

- (b) The project shall be subject to all federal, state and local laws, and regulations on pollution control, worker safety, discrimination in employment, zoning, planning, and building code requirements pursuant to N.J.S.A. 40A:21-11(b).
 - (c) If, during any tax year prior to the termination of the tax agreement, the property owner ceases to operate or disposes of the property, or fails to meet the conditions for qualifying, then the tax which would have otherwise been payable for each tax year shall become due and payable from the property owner as if no exemption and abatement had been granted. The collector forthwith ad the tax collector shall, within 15 days thereof, notify the owner of the property of the amount of taxes due.
 - (d) With respect to the disposal of the property, where it is determined that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property, no tax shall be due, the exemption shall continue, and the agreement shall remain in effect.
 - (e) At the termination of a tax exemption agreement, the new improvements shall be subject to all applicable real property taxes as provided by State law and regulation and local ordinance; but nothing herein shall prohibit a project, at the termination of an agreement, from qualifying for, and receiving the full benefits of, any other tax preferences provided by law.
 - (f) Affordable Housing Trust Fund: Blue Water Homes, LLC will pay \$24,000.00 to the City's Affordable Housing Trust Fund at the rate of \$1,500 per residential unit for twelve (12) units ($\$1,500 \times 12 = \$18,000$) and \$1.50 for each square foot of parking (4,000 square feet of parking $\times \$1.50 = \$6,000$).
 - (g) The Construction Costs of this project are certified to be under \$25 Million and so a Project Labor Agreement (PLA) is not required as per Section 304-33 of the Municipal Code. However Blue Water Homes, LLC will execute a Project Employment and Contracting Agreement (PECA).
3. The form of tax exemption agreement is attached hereto as Exhibit B, subject to such modification as the Corporation counsel or Business Administrator deems necessary.
 4. The Tax Assessor shall send a copy of the fully executed Financial Agreement will be sent to the Director of the Division of Local Government Services in the

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Department of Community Affairs within thirty (30) days of execution pursuant to
N.J.S.A. 40A:21-11(d).

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner provided by law.
- D. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JJH 3/1/16

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

Full Title of Ordinance

An Ordinance to Approve A Five-Year Tax Exemption for a Market Rate Residential Rental Project Constructed by Blue Water Homes, LLC. Pursuant to the Short-term Tax Exemption Law N.J.S.A. 40A:21-1 et. seq. Designated as Block 1505 Lot 55 on the City's Tax Map and known as 54 Graham Street.

Initiator

Department/Division	Office of the Mayor	Office of the Deputy Mayor
Name/Title	Marcos D. Vigil	Deputy Mayor
Phone/email	201-547-6542	mvigil@cnj.org

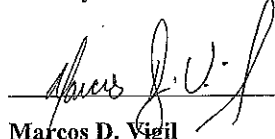
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

The applicant, Blue Water Homes, LLC, is applying for a five (5) Year tax abatement for a four (4) story twelve (12) unit market rate residential rental project pursuant to N.J.S.A. 40 A: 21-1 et seq. The fee of \$4,200 was paid with the application.

The project is a three (3) story addition over a one (1) story industrial building. The first floor will be a parking garage with twelve (12) spaces. Twelve (12) market rate rental residential units will be equally distributed on the top three (3) floors. Each floor will have two (2) one bedroom units and two (2) two bedroom units.

I certify that all the facts presented herein are accurate.



Marcos D. Vigil
Deputy Mayor

2-17-2016

Date

TIER ONE (5 YEAR)
12/15/15 – 3/1/16
NJSA 40A:21-1 et seq
(Multiple Dwelling, Industrial, Commercial)

TAX AGREEMENT
FIVE YEAR/NEW CONSTRUCTION

THIS AGREEMENT made on this 23rd day of March, 2016, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey 07302, and **BLUE WATER HOMES, LLC** [Applicant /Owner], whose principal place of business is 730 Bergen Avenue, Jersey City, New Jersey 07306.

WITNESSETH:

WHEREAS, the Municipal Council has indicated by its intention to utilize the five year tax exemption provisions authorized by Article VIII, Section I, paragraph VI of the NJ State Constitution and the Five Year Exemption Law, N.J.S.A. 40A:21-1 et seq. for improvements and projects by the adoption of Ordinance 05-060, as amended by Ordinances 07-146 and 14-027; and

WHEREAS, the Applicant is owner of certain property located in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 1505 Lot 55 on the Tax Assessor's Map, more commonly known by the street address of 54 Graham Street and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property];

WHEREAS, on or about January 29, 2016, the Applicant applied for a five year tax exemption to construct a new Multiple Dwelling on the Property [Improvements] pursuant to N.J.S.A. 40A:21-1 et seq. and Section 304-12 of the Municipal Code [Law]; and

WHEREAS, the City has reviewed the application, approved the construction of the Improvements and authorized the execution of a Tax Exemption Agreement by the adoption of Ordinance 16._____ on March 23, 2016.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I: APPROVAL OF TAX EXEMPTION

The City hereby agrees to a tax exemption for the construction of a new Multiple Dwelling [Improvements] on the Property, as further described in the Application, attached hereto as Exhibit B, pursuant to the provisions of N.J.S.A. 40A:21-1 et seq. and Ordinance 16._____ which authorized the execution of this Tax Agreement [Law], subject

to the terms and conditions hereof.

ARTICLE II: IN LIEU OF TAX PAYMENTS

The Applicant agrees to make estimated payments on the new Improvements, (separate and apart from taxes on the land and existing improvements which shall continue to be subject to conventional assessment and taxation and for which the Applicant shall receive no credit against the in lieu of tax payment) in lieu of full property tax payments according to the following schedule:

1. For the full calendar of Year 1, no payment in lieu of taxes;
2. For the full calendar of Year 2, twenty (20%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$5,438;
3. For the full calendar of Year 3, forty (40%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$11,094;
4. For the full calendar of Year 4, sixty (60%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$16,974; and
5. For the full calendar of Year 5, eighty (80%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$23,085.

In the event a City-wide revaluation results in decrease in the amount of taxes otherwise due, payment hereunder shall be the higher of either the taxes estimated above or the amount of actual taxes after the City-wide revaluation.

ARTICLE III: APPLICATION FEE

The Applicant has paid the sum of two thousand four hundred dollars (\$2,400) to the City as an application fee.

ARTICLES IV: FEDERAL, STATE AND LOCAL LAW

The construction of the Improvements is subject to all applicable federal, State and local laws and regulations on pollution control, worker safety, discrimination in employment, housing provision, zoning, planning and building code requirements.

ARTICLE V: TERM OF EXEMPTION

The Tax Exemption granted shall be valid and effective for a period of five (5) full calendar years from the date of Substantial Completion of the Project, which shall ordinarily mean the date on which the City issues, or the Project is eligible to receive, a Certificate of Occupancy, whether temporary or final, for part or the whole of the Project. During the term of the tax exemption, the Applicant shall make an in lieu of tax payment

to the City in accordance with the schedule set forth above. Prior to the commencement of the tax exemption, and upon expiration thereof, the Applicant shall pay full conventional taxes on the Improvements.

ARTICLE VI: REVALUE

The applicant has agreed that in the event the revalue results in a decrease in the amount of actual taxes otherwise due, for purposes of calculating a tax payment hereunder during the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes.

ARTICLE VII: NO COUNTY EQUALIZATION AND SCHOOL AID

Pursuant to N.J.S.A. 40A:21-11(c), the percentage, which the payment in lieu of taxes for the tax exempt property bears to the property tax which would have been paid had an exemption not been granted for the property under this Agreement, shall not be applied to the valuation of the property to determine the reduced valuation of the property to be included in the valuation of the City for determining equalization for county tax apportionment and school aid, during the term of the tax exemption agreement covering this property. At the expiration or termination of this Agreement, the reduced valuation procedure required under the Law shall no longer apply.

ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY

If during any year prior to the termination of this Agreement, the Applicant ceases to operate or disposes of the Property, or fails to meet the conditions for qualifying for tax exemption under this Agreement or pursuant to Law, then the tax which would have otherwise been payable for each and every year, shall become due and payable from the Applicant as if no exemption had been granted. The Tax Collector shall, within fifteen (15) days thereof, notify the owner of the Property of the amount of taxes due.

However, with respect to the disposal of the property, if it is determined that the new owner will continue to use the property pursuant to the conditions which qualify the property for exemption, the tax exemption shall continue and this Agreement shall remain in full force and effect.

ARTICLE IX: AFFORDABLE HOUSING TRUST FUND CONTRIBUTION REQUIRED

A. **Contribution.** The Entity will pay the City the sum of \$24,000 [$\$1,500$ per unit \times 12 units = \$18,000 and $\$1.50$ per square foot of parking \times 4,000 square feet = \$6,000] as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;

- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Tax Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Tax Agreement.

ARTICLE X: TERMINATION/ELIGIBILITY FOR ADDITIONAL TAX EXEMPTION

Upon the termination of this Agreement for tax exemption, the Project shall be subject to all applicable real property taxes as provided by State Laws and Regulations and City Ordinances. However, nothing herein shall be deemed to prohibit the Project, at the termination of this Agreement, from qualifying for and receiving the full benefits of any other tax preferences allowed by law. Furthermore, nothing herein shall prohibit the Applicant from exercising any rights under any other tax provisions of State law or City Ordinances.

In the event the owner elects to terminate this tax abatement after the revalue, the owner shall pay the City the difference of 100% of the full amount of the taxes otherwise due from the 1st year of this agreement to the date of termination.

ARTICLE XI: PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT

In order to provide City residents and businesses with employment and other economic opportunities, the Applicant agrees to comply with the terms and conditions of the Project Employment & Contracting Agreement which is attached hereto as Exhibit C.

ARTICLE XII: NOTICES

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the party to be notified at the addresses set forth below or at such other address as either party may from time to time designate in writing:

Notice to City:

Business Administrator
City Hall, 280 Grove Street
Jersey City, New Jersey 07302

Notice to Applicant:

Blue Water Homes, LLC
730 Bergen Avenue
Jersey City, New Jersey 07306
Attention: Victor Ghatas

ARTICLE XIII: GENERAL PROVISIONS

This Agreement contains the entire Agreement between the parties and cannot be amended, changed or modified except by written instrument executed by the parties hereto.

In the event that any provisions or term of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; provided, however, that the City continues to receive the full benefit of any economic term hereunder.

This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

This agreement may be executed in several counterparts, each of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the Applicant have caused this Agreement to be executed on the date and year first above written.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

WITNESS:

BLUE WATER HOMES, LLC

Victor Ghatas, Managing Member

PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made on the 23rd day of March, 2016, between the **CITY OF JERSEY CITY** [City] and **BLUE WATER HOMES, LLC** having its principal office at 730 Bergen Avenue, Jersey City, New Jersey 07306.

I. Definitions:

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into an agreement with the City to implement, in whole or in part, this agreement.
2. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
3. Construction Contract means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway or other improvement on a Project Site.
4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 280 Grove Street. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
5. "Economic Incentive" means a tax abatement or tax exemption for a property or project which requires approval of the Municipal Council.
6. "Employment" includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
7. Jersey City Employment and Training Corporation or "JCEPT" means the non-profit quasi public Entity with whom the City has an operating agreement to undertake certain employment services.
8. "Local Business" means a bona fide business located in Jersey City.
9. "Minority" means a person who is defined as such under federal or state law.
10. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.

11. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor and Workforce Development, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.
12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
13. "Project or Project Site" means the specific work location or locations specified in the contract.
14. The "Project Employment & Contracting Coordinator" or "Coordinator" is the employee in the Department of Administration presently, the Executive Director of the Jersey City Employment & Training Program, Inc., who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Coordinator. The Coordinator may refer a developer to the JCEPT or its one-stop career center so long as the City and JCEPT agreement is in full force and effect.
15. The "Project Employment & Contracting Monitor" or "Monitor" is the employee in the Department of Administration who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting administration as stipulated by this agreement.
16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.
17. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
18. "The Registry" or "Jersey City Employment Registry" means a data base maintained by the City or its designee, of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.
21. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the

Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

II. Purpose: Construction Jobs, Business Contracting, Permanent Jobs

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

Because this project is not subject to the terms of a Project Labor Agreement during construction, this agreement shall apply to all Construction Jobs, Business Contracts and non-construction Permanent Jobs. Recipients are also required to notify any commercial tenants of employment services available from the City.

III. Recipient Designee:

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient shall send a letter designating its "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Appendix 1. This Officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Appendix 2.

IV. Term:

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance 16._____ approving the tax exemption and terminate 5 years from the date of Substantial Completion of the Project.

V. Good Faith Goals:

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the

Recipient shall only be required to submit the periodic certified manning and certified payroll reports described below to confirm ongoing compliance. All other Recipients must comply with the following Good Faith goals.

1. **Employment (Construction and Permanent Jobs):** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.
2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

VI. Good Faith Defined. Construction Jobs:

1. **Construction Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Initial Manning Report:

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The Initial Manning Report should contain an estimate of the total hours in each construction trade or craft and the number of hours to be worked by City residents, including a list of the number of minority residents and women residents that will work in each trade or craft, including the work hours to be performed by such employees of any and all Contractors and Subcontractors. Attached hereto as Appendix B is the Recipient's Initial Manning Report.
- iii) The Initial Manning Report shall be filed with the Project Employment and Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

B. Developer's Contracting Obligations

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Mayor Steven M. Fulop's Business Cooperative Program for local and minority vendors for any construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.

- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Mayor Steven M. Fulop's Business Cooperative Program at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

Prior to commencement of their work on the Project, each Contractor or Subcontractor must agree in writing to comply with this agreement and the employment goals elaborated herein. An example of this Compliance Statement can be found in Appendix E.

D. Union Statement of Using Its Best Efforts

- i) Prior to commencement of their work on the Project, the contractor/subcontractor must submit a statement expressing its adherence to the Project Employment & Contracting Agreement to each union with which he/she has a collective bargaining agreement covering workers to be employed on the project.
- ii) The Compliance Statement shall include a union statement for the particular union to sign, which claims the union will use its best efforts to comply with the employment goals articulated in the Project Employment & Contracting agreement. This compliance statement is detailed in Appendix F. A copy of the signed compliance statement must be sent to the Project Employment & Contracting Monitor in DEO under the Department of Administration before work starts in order for a developer to be in compliance.
- iii) The Recipient will require the Contractor or Subcontractor to promptly notify the City of any refusal or failure of a union to sign the statement. If a particular union refuses to sign a statement, the Recipient will document its efforts to obtain such statement and the reasons given by the union for not signing such statement, and submit such documentation to the Project Employment & Contracting Monitor in DEO under the Department of Administration.

E. Sub-Contractors

The developer shall require that each prime contractor be responsible for the compliance of his/her subcontractors with the aforementioned Project Employment & Contracting requirements during the performance of the contract. Whenever the contractor sub-contracts a portion of the work on the project, the contractor shall bind the subcontractor to the obligations contained in these supplemental conditions to the full extent as if he/she were the contractor.

F. Union Apprentices

The contractor is responsible for assuring that resident and minority apprentices account for at least fifty (50%) percent of the total hours worked by union apprentices on the job in each trade listed in which apprentices are employed, according to the apprentice-to-journey-worker

ratio contained in the collective bargaining agreement between the various unions, and shall hold each of his/her subcontractors to this requirement. The Recipient will require the contractor or subcontractor to promptly notify the City of any refusal of a union to utilize resident and minority apprentices.

G. Monthly Manning Report

- i) The Recipient will cause the Contractor to complete and submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in DEO under the Department of Administration by the seventh day of the month following the month during which the work is performed, for the duration of the contract.
- ii) The report will accurately reflect the total hours in each construction trade or craft and the number of hours worked by City residents, including a list of the number of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by such employees of the Contractor and each of its Subcontractors during the previous month. The Monthly Manning Report shall be in the form attached hereto as Appendix G.
- iii) The Recipient is responsible for maintaining or causing the Contractor to maintain records supporting the reported work hours of its Contractors or Subcontractors.

H. Monthly Certified Payroll Report

- i) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residence, gender and ethnic/racial origin of each worker, work hours and rate of pay and benefits provided. The Certified Payroll report shall be in the form attached hereto as Appendix H.
- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

I. Equal Employment Opportunity Reports

Prior to commencement of work on the Project, the Recipient will request copies of the most recent Local Union Report (EEO-3) and Apprenticeship Information Report (EEO-2) which are required to be filed with the US Commission of Equal Employment Opportunity Commission by the collective bargaining unit. These reports will be forwarded to the Project Employment & Contracting Monitor within one month of the signing of the Project Employment & Contracting Agreement.

J. Other Reports

In addition to the above reports, the Recipient shall furnish such reports or other documents to the City as the City may request from time to time in order to carry out the purposes of this agreement.

K. Records Access

The Recipient will insure that the City will have reasonable access to all records and files reasonably necessary to confirm the accuracy of the information provided in the reports.

L. Work Site Access For Monitor

- i) The City will physically monitor the work sites subject to this agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks, and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report." An example of a bi-weekly site visit report can be found in Appendix I.
- ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

VII. Good Faith Defined. Permanent Jobs:

1. **Permanent Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will meet with the Coordinator, including the director of JCETP to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:

- i) whether subcontractors will be used in the hiring process.
- ii) the specific types of jobs that need to be filled.
- iii) the qualifications needed for these particular jobs.
- iv) possible training programs offered by the permanent employer.
- v) the Recipient's goals and how it plans to meet these goals.
- vi) any other issues which need to be addressed.

- B. Subcontractor Notification: If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix 3.
- C. Subcontractor Pre-Hiring Job Awareness Meeting: Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 1.A.(i)-(vi) and notify the City.
- D. Subcontractors of Subcontractors: Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors.
- E. Documentation of Hiring Plan: Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix 4.
- F. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
- G. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.
- H. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
- I. Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1st day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this

report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.

- J. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
- K. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
- L. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
- M. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

VIII. Good Faith Defined. Business Contracts

- A. Good Faith shall mean compliance with all of the following conditions:
 - i) Solicitation of Businesses:
 - a) One month before the solicitation for any goods or services, the Recipient must forward a letter with a description of the goods or services to the Project Employment and Contracting Coordinator;
 - b) The Recipient shall provide the City with a written Purchasing Report every month. The form of this report shall be in substantially the form found in Appendix 6.
 - c) Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
 - d) Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.

- e) Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
 - f) Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1st day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.
 - g) Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
 - h) Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
 - i) Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
 - j) Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.
- B. The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by Project Employment and Contracting Monitor of a Recipient, using the masthead of a local or minority owned business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

IX. Good Faith Defined. Commercial Tenants at the Project Site

Good Faith shall mean compliance with all of the following conditions:

- A. The Recipient shall send all tenants of commercial space, including retail space, within the Project Site a Tenant Employment Services Guide in the form attached as Appendix 7.
- B. The Recipient shall require tenants of commercial, including any retail space to complete an annual questionnaire concerning the composition of the work force of each tenant. The completed questionnaire be submitted to the Project Employment & Contracting Monitor. The questionnaire shall be in the form attached as Appendix 8.
- C. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than December 1st of each year.

X. Notices of Violation:

- 1. **Advisory Notice:** The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have seven (7) days to correct the violation.
- 2. **Violation Notice:** If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City the City shall issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation.
- 3. **Correcting the Violation:** Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
- 4. **Extension of Time to Correction:** Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.

If the City determines that the Recipient is in violation after the expiration of the cure periods, the Recipient agrees that the City shall be entitled to the liquidated damages provided below.

XI. Liquidated Damages:

- 1. While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration

of any cure period, the City will be entitled to liquidated damages from the Recipient in the following amounts:

- A. Failure to file Initial Manning Report (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracts): an amount equal to five percent (5%) increase in the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non-compliant.
- B. Failure to conduct Pre-hiring Interviews or submit Compliance Statement (Submit description of goods or services, (Business Contracting): an amount equal to three (3%) percent of the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
- B. Failure to allow record or work place access or submit any other required reports (all categories): an amount equal to three (3%) percent increase service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
- C. The use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: An amount equal to ten (10%) service charge as set forth in the Financial Agreement for each quarter or part thereof, the Recipient is non compliant.

XII. Notices

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

Blue Water Homes, LLC
730 Bergen Avenue
Jersey City, New Jersey 07306
Attention: Victor Ghatas

With a copy to:

Jessica L. Boffa, Esq.
Harborside Plaza 10, Suite 1201
3 Second Street
Jersey City, New Jersey 07311

and

2. When sent by the Recipient to the City, it shall be addressed to:

City of Jersey City
Department of Administration
Division of Economic Opportunity
Project Employment & Contracting Monitor
280 Grove Street
Jersey City, New Jersey 07302
Att: Division Director

and

Director of Jersey City Employment and Training Program, Inc
895 Bergen Avenue - 2nd Floor
Jersey City, New Jersey 07306
Att: Executive Director

with separate copies to the Mayor and the Business Administrator.

XIII. Appendix

These forms are examples only and shall be in substantially the form on file in the Division of Economic Opportunity, subject to modifications from time to time by the City as necessary or appropriate.

1. Letter designating Recipient's Project Employment & Contracting Officer
2. Letter from Recipient to Employees of Recipient's Company
3. Acknowledgment of PECA compliance of Subcontractor
4. Example of Hiring Plan
5. Example of Monthly Employment Report
6. Example of Monthly Purchasing Report
7. Tenant Employment Services Guide
8. Commercial Retail Annual Questionnaire

XIV. Adoption, Approval, Modification:

This agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

XII. Controlling Regulations and Laws:

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

In the event there are any conflicts between this Agreement and any Project Labor Agreement, then as it pertains to construction jobs covered by the PLA, the Project Labor Agreement shall govern. Wherever possible, this Agreement shall be interpreted consistently with the Project Labor Agreement.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

WITNESS:

BLUE WATER HOMES, LLC

Victor Ghatas
Managing Member

DRAFT

DATE: February 11, 2016

TO: John Hallanan (For distribution to City Council and City Clerk)

FROM: Al Cameron Tax Collector's Office

SUBJECT: FIVE-YEAR TAX ABATEMENT: BLUE WATER HOMES, LLC
54 Graham Street Block 1505, Lot 55

CC: M. Cosgrove, E. Borja, J. Monahan, E. Toloza, M. Vigil, R. Kakoleski, R. Lavarro, G. Corrado

INTRODUCTION:

The applicant, Blue Water Homes, LLC, is applying for a five (5) Year tax abatement for a four (4) story twelve (12) unit market rate residential rental project pursuant to N.J.S.A. 40 A: 21-1 et seq. The fee of \$4,200 was paid with the application.

LOCATION OF THE PROPERTY:

The property is located at 54 Graham Street is at the Southwest corner of Summit Avenue and Graham Street. It is Block 10505 Lot 55 on the Jersey City Tax Map.

PROPERTY TO BE CONSTRUCTED:

The project is a three (3) story addition over a one (1) story industrial building. The first floor will be a parking garage with twelve (12) spaces. Twelve (12) market rate rental residential units will be equally distributed on the top three (3) floors. Each floor will have two (2) one bedroom units and two (2) two bedroom units.

TOTAL CONSTRUCTION COST:

The cost of construction is certified by Neves Architecture and Design at \$1,895,000.

CONSTRUCTION SCHEDULE:

The applicant received building permits and construction will begin as soon after approval of this application as possible. The applicant is prepared to begin in March 2016. However; the applicant will not commence until approval.

ESTIMATED JOBS CREATED:

The applicant estimates Twenty-five (25) jobs will be created during Construction and one (1) full-time onsite superintendent to will be employed after construction.

Blue Water Homes LLC 5-Yr Sum (2)

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DRAFT

AFFORDABLE HOUSING TRUST FUND CONTRIBUTION:

See schedule below:

Blue Water Homes, LLC

		Rate	Amount
Residential Units	12	\$1,500.00	\$18,000.00
Parking Space Sq. Ft.	4,000	\$1.50	\$6,000.00
Total AHTF Payment			<u>\$24,000.00</u>

Since permits have been issued the first two (2) payments are due with the execution of the Financial (Tax) Agreement. The amount is \$16,000.

CURRENT REAL ESTATE TAXES:

The new assessment provided by the Tax Assessor for the land is \$165,800 and the proposed building is \$356,300. Based upon that assessment at the current rate of \$74.82 the tax for the land is \$12,405. The full tax on the improvements at current the rate is \$26,658.

PROPOSED ABATEMENT:

The applicant has requested a term of five (5) years for the abatement on the improvements. The Applicant will pay the full tax for the land tax in each and every year of the abatement and has proposed a phase-in of the assessment on improvements. In year one (1) the applicant proposes no taxes on improvements. In year two (2) the applicant would pay taxes on twenty percent (20%) of the improvements. The applicant would pay forty percent (40%) in year three (3), sixty percent (60%) in year four (4), Eighty percent (80%) in year five (5) and full taxes in year six (6).

PROPOSED REVENUE TO THE CITY:

The total conventional tax on improvements projected to be paid for the five-year term of the abatement is \$56,591. The total tax exempted on the improvements for the term is \$82,140. The Tax Assessor set the assessment based upon information provided by the Applicant. The schedule below adds a two percent (2%) annual increase in the tax rate. The Assessor's Schedule does not include a projected increase in the Tax Rate.

Blue Water Homes LLC 5-Yr Sum (2)

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Tax Projections on Improvements Only

Blue Water Homes, LLC						Five Year
Year	1	2	3	4	5	Totals
Current Tax Rate	74.82	76.32	77.84	79.40	80.99	
Full Tax on Improvements	26,658.37	27,191.53	27,735.36	28,290.07	28,855.87	138,731.21
Phase In %	0%	20%	40%	60%	80%	
Phase In Tax on Improvements	0.00	5,438.31	11,094.15	16,974.04	23,084.70	56,591.19
Exempted Tax	26,658.37	21,753.23	16,641.22	11,316.03	5,771.17	82,140.01

Assumes 2% Annual Tax Rate Increase

Per Tax Assessor

Assessments

Land \$165,800

Improvements \$356,300

Total \$522,100

Blue Water Homes LLC 5-Yr Sum (2)

2/17/2016 12:46 PM

FISCAL IMPACT COST PROJECTION (TIER 1 - 5 YEAR)

Block: 1505 Lot: 55 Loc: 54 GRAHAM ST.

Market Rate Units	Demographic Multipliers (Transit Oriented Development)*					Annual Expenditures		Total Annual Expenditures		
	Number of Units	Household	Students	Residents	Total Students	Per Capita Municipal	Per Pupil Per School District	Municipal	School District	Total
1 Bedroom	6	1,421	0.050	8.53	0.30	\$1,181.83	\$3,445.00	\$10,076.27	\$1,033.50	\$11,109.77
2 Bedroom	6	2,012	0.120	12.07	0.72	\$1,181.83	\$3,445.00	\$14,267.04	\$2,480.40	\$16,747.44
TOTAL	12			20.60	1.02			\$24,343.31	\$3,513.90	\$27,857.21

1. Total Municipal Ratables	\$5,997,768,597	4. CY 2015 Budget	\$535,307,187	6. Population of Jersey City (2010 Census)	247,597	9. Increase in Services Incurred Per Development	\$ 27,857.21
2. Residential Ratables	\$3,278,586,056			7. Per Capita Municipal Cost	\$1,181.83	10. Anticipated Taxes (74.82 Rate w/ 2% Annual Increase)	
Commercial Ratables	\$1,512,274,524					1st Year	\$ 12,405.16
3. Residential Ratables as a Percentage of Total Ratables	54.66%	5. Residential Portion	\$292,617,271	8. Annual Expenditures Per Student**	\$3,445.00	2nd Year	\$ 18,091.57
						3rd Year	\$ 24,000.47
						4th Year	\$ 30,138.49
						5th Year	\$ 36,512.44
						11. Implied Surplus (Cost)	
						1st Year	\$ (15,452.05)
						2nd Year	\$ (9,765.64)
						3rd Year	\$ (3,856.74)
						4th Year	\$ 2,281.28
						5th Year	\$ 8,655.23

Classic Average costing approach for projecting the impact of population change and local Municipal and School District costs

*Source: New Jersey Demographic Multipliers: Profile of the Occupants of Residential and Nonresidential Development; Listokin, November 2006

**Source: 2014-2015 Jersey City Municipal Cost Per Pupil

BLUE WATER HOMES, LLC
BLOCK 1505 Lot 55
54 Graham St.

1505-55

Block	Lot		Existing Assessments	New Assessment Assessment (Phased-In)	
1505	55	Land	77,000	165800	0
		Bldg	23000	356300	356300
		Total	100000	522100	356300

**Est. In-Lieu of Full Property Tax Payments An Amount
Equal To A Percentage Of Taxes Otherwise Due On New
Improvement According To The Following Billing Schedule:**

Year

1	In the first full tax year after completion, no payment in lieu of taxes otherwise due;	\$0
2	In the second tax year, an amount not less than 20% of taxes otherwise due, estimated to be the sum of;	\$5,332
3	In the third tax year, an amount not less 40% of taxes otherwise due, estimated to be the sum of ;	\$10,663
4	In the fourth tax year, an amount no less than 60% of taxes otherwise due, estimated to be the sum of;	\$15,995
5	In the fifth tax year, an amount not less than 80% of taxes otherwise due, estimated to be the sum of;	\$21,327

AT THE EXPIRATION OF THE EXEMPTION, THE PROJECT'S
NEW IMPROVEMENT WILL GENERATE APPROXIMATELY THE SUM OF; \$26,658

Total Land & Improvement @ 100% Valuation \$39,064

Note: 2015 Tax Rate \$74.82/ Thousand of A.V.
2/11/2016

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 16.045
TITLE: 3.A MAR 9 2016 4.A

An ordinance approving a five (5) year tax exemption pursuant to the provisions of N.J.S.A. 40A:21-1, et seq., and Section 304-9 of the Municipal Code for property designated as Block 1505 Lot 55 commonly known by the street address of 54 Graham Street.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
								MAR 09 2016 9-0			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
Councilperson				moved, seconded by Councilperson				to close P.H.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson				moved to amend* Ordinance, seconded by Councilperson				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.--Not Voting (Abstain)

MAR 09 2016

Adopted on first reading of the Council of Jersey City, N.J. on _____

Adopted on second and final reading after hearing on _____

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date _____

APPROVED:

Steven M. Fulop, Mayor

Date _____

Date to Mayor _____

Robert Byrne, City Clerk

*Amendment(s):

City Clerk File No. Ord. 16.046

Agenda No. 3.B 1st Reading

Agenda No. 4.B 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.046

TITLE:

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 6701 LOT 24 COMMONLY KNOWN BY THE STREET ADDRESS OF 628 SUMMIT AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City as an area in need of rehabilitation, is authorized to adopt an ordinance to utilize tax exemptions pursuant to N.J.S.A. 40A:21-1, et seq., also known as the Five (5) Year Exemption and Abatement Law; and

WHEREAS, pursuant to N.J.S.A. 40A:21-1 et seq., the City of Jersey City adopted Ordinance 05-060, Section 304-6 et seq. of the Municipal Code, to allow Five (5) Year Tax Exemptions; and

WHEREAS, Five (5) Year Tax Exemptions allow the Tax Assessor to regard the full and true value or a portion thereof of certain improvements as not increasing the full and true value of certain property for a period of five (5) years, provided the owner's application is approved by the Tax Assessor and by Ordinance of the Municipal Council; and

WHEREAS, Sukhminder Kaur is the owner of Block 6701, Lot 24 on the City's Tax Map and more commonly known by the street address of 628 Summit Avenue, Jersey City, New Jersey; and

WHEREAS, pursuant to N.J.S.A. 40A:21-1 et seq. and Section 304-12 of the Municipal Code, Sukhminder Kaur has applied for a five (5) year tax exemption for a newly-constructed four (4) story mixed-used market-rate rental project with seven (7) residential units and one (1) commercial unit [the Project]; and

WHEREAS, on November 30, 2015, the owner filed an application with the Tax Assessor to exempt the Project from taxes for five years, a copy of which is attached hereto; and

WHEREAS, Sukhminder Kaur proposes to pay the City as follows:

- (a) Year 1: the tax year in which the structure will be completed, no taxes on improvements;
- (b) Year 2: the second tax year, twenty percent (20%) of the taxes on the improvements, estimated to be \$11,171;
- (c) Year 3: the third tax year, forty percent (40%) of the taxes on the improvements, estimated to be \$22,789;

**AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION
PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ.,
AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY
DESIGNATED AS BLOCK 6701 LOT 24 COMMONLY KNOWN BY
THE STREET ADDRESS OF 628 SUMMIT AVENUE**

- (d) Year 4: the fourth tax year, sixty percent (60%) of the taxes on the improvements, estimated to be \$43,868;
- (e) Year 5: the fifth tax year, eighty percent (80%) of the taxes on the improvements, estimated to be \$47,419;

WHEREAS, the total tax to be paid over the five year term is estimated at \$116,248; and

WHEREAS, the Tax Assessor has estimated that the full and true value of the new construction will generate an additional tax payment of \$54,761 a year; and

WHEREAS, the applicant has agreed that in the event the Citywide revaluation results in a decrease in the estimated amount of actual taxes otherwise due, then for purposes of calculating a tax payment hereunder and for the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes otherwise due; and

WHEREAS, the application for tax exemption was complete and timely filed; the application was approved by the Tax Assessor and the newly constructed multiple dwelling is eligible for a tax exemption pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code; and

WHEREAS, upon the expiration of the tax exemption, the total assessment will generate a total annual tax payment of \$59,437 including taxes on the land; and

WHEREAS, Sukhminder Kaur will pay \$11,166 to the City's Affordable Housing Trust Fund at the rate of \$1,500 per residential unit (\$1,500 x seven (7) units = \$10,500) and \$1.50 per square foot of commercial space (\$1.50 x 444 square feet of commercial space = \$666); and

WHEREAS, on February 16, 2016, the Tax Exemption Committee recommended the approval of the tax exemption to the Mayor.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The application, attached hereto, for a five (5) year tax exemption pursuant to N.J.S.A. 40A:21-1 et seq. and Section 304-12 of the Municipal Code, for the full and true value of a newly constructed four (4) story mixed use market rate rental project with seven (7) residential units and one (1) 444 square foot commercial unit located on Block 6701, Lot 24 of the City's Tax Map and more commonly known by the street address of 628 Summit Avenue, is hereby approved.

2. The Mayor or Business Administrator is hereby authorized to execute a tax exemption agreement which shall contain at a minimum, the following terms and conditions:

- (a) estimated tax payment on the new improvements shall be:
 - (i) Year 1: the tax year in which the structure will be completed, no taxes on improvements;
 - (ii) Year 2: the second tax year, twenty percent (20%) of the taxes on the improvements, estimated to be \$11,171;
 - (iii) Year 3: the third tax year, forty percent (40%) of the taxes on the

**AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION
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improvements, estimated to be \$22,789;

- (iv) Year 4: the fourth tax year, sixty percent (60%) of the taxes on the improvements, estimated to be \$43,868;
- (v) Year 5: the fifth tax year, eighty percent (80%) of the taxes on the improvements, estimated to be \$47,419;

The applicant has agreed that in the event the Citywide revaluation results in a decrease in the amount of actual taxes otherwise due for purposes of calculating a tax payment hereunder; during this five (5) year period, the amount due hereunder shall be calculated on the higher of the amount estimated above or the actual taxes due after the revaluation; and

- (b) The project shall be subject to all federal, state and local laws, and regulations on pollution control, worker safety, discrimination in employment, zoning, planning, and building code requirements pursuant to N.J.S.A. 40A:21-11(b).
 - (c) If, during any tax year prior to the termination of the tax agreement, the property owner ceases to operate or disposes of the property, or fails to meet the conditions for qualifying, then the tax which would have otherwise been payable for each tax year shall become due and payable from the property owner as if no exemption and abatement had been granted. The collector forthwith ad the tax collector shall, within 15 days thereof, notify the owner of the property of the amount of taxes due.
 - (d) With respect to the disposal of the property, where it is determined that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property, no tax shall be due, the exemption shall continue, and the agreement shall remain in effect.
 - (e) At the termination of a tax exemption agreement, the new improvements shall be subject to all applicable real property taxes as provided by State law and regulation and local ordinance; but nothing herein shall prohibit a project, at the termination of an agreement, from qualifying for, and receiving the full benefits of, any other tax preferences provided by law.
 - (f) Affordable Housing Trust Fund: \$11,166 to the City's Affordable Housing Trust Fund at the rate of \$1,500 per residential unit (\$1,500 x seven (7) units = \$10,500) and \$1.50 per square foot of commercial space (\$1.50 x 444 square feet of commercial space = \$666).
 - (g) The Construction Costs of this project are certified to be under \$25 Million and so a Project Labor Agreement (PLA) is not required as per Section 304-33 of the Municipal Code. However Blue Water Homes, LLC will execute a Project Employment and Contracting Agreement (PECA).
3. The form of tax exemption agreement is attached hereto as Exhibit B, subject to such modification as the Corporation Counsel or Business Administrator deems necessary.
 4. The Tax Assessor shall send a copy of the fully executed Financial Agreement will be sent to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of execution pursuant to N.J.S.A. 40A:21-11(d).

**5. AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION
PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ.,
AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY
DESIGNATED AS BLOCK 6701 LOT 24 COMMONLY KNOWN BY
THE STREET ADDRESS OF 628 SUMMIT AVENUE**

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner provided by law.
- D. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JJH 3/1/16

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

Full Title of Ordinance

An Ordinance to Approve A Five-Year Tax Exemption for a Market Rate Mixed-use Rental Project Constructed by Sukhminder Kaur. Pursuant to the Short-term Tax Exemption Law N.J.S.A. 40A:21-1 et. seq. Designated as Block 6701 Lot 24 on the City's Tax Map and known as 628 Summit Avenue.

Initiator

Department/Division	Office of the Mayor	Office of the Deputy Mayor
Name/Title	Marcos D. Vigil	Deputy Mayor
Phone/email	201-547-6542	mvigil@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

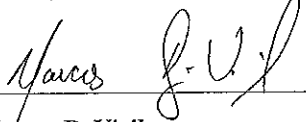
Ordinance Purpose

The applicant, Sukhminder Kaur, is applying for a five (5) Year tax abatement for a four (4) story mixed use market rate rental project with seven (7) residential units and one commercial unit pursuant to N.J.S.A. 40 A: 21-1 et seq. The fee of \$4,900 was paid with the application.

The completed project is a four (4) story mixed use market rate rental building. The first floor consists of a 444 Sq. Ft. commercial unit and one residential unit. Parking is not provided.

The applicant received a Certificate of Occupancy on November 2, 2015. The short form Chapter 441 application was filed and the application fee paid was on November 30, 2015. It was filed and paid for within the thirty (30) day period required under the prior Ordinance.

I certify that all the facts presented herein are accurate.



Marcos D. Vigil
Deputy Mayor

2-17-2016

Date

TIER ONE (5 YEAR)
12/15/15 – 3/1/16
N.J.S.A. 40A:21-1 et seq.
(Multiple Dwelling, Industrial, Commercial)

TAX AGREEMENT
FIVE YEAR/NEW CONSTRUCTION

THIS AGREEMENT made on this 23rd day of March, 2016, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey 07302, and **SUKHMINDER KAUR** [Applicant/Owner], whose principal place of business is 628 Summit Avenue, P.O. Box 8008, Jersey City, New Jersey 07306.

WITNESSETH:

WHEREAS, the Municipal Council has indicated by its intention to utilize the five year tax exemption provisions authorized by Article VIII, Section I, paragraph VI of the NJ State Constitution and the Five Year Exemption Law, N.J.S.A. 40A:21-1 et seq. for improvements and projects by the adoption of Ordinance 05-060, as amended by Ordinances 07-146 and 14-027; and

WHEREAS, the Applicant is owner of certain property located in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 6701, Lot 24 on the Tax Assessor's Map, more commonly known by the street address of 628 Summit Avenue and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property];

WHEREAS, on or about November 30, 2015, the Applicant applied for a five year tax exemption for a four (4) story mixed-use market rate rental project with seven (7) residential units and one commercial unit on the first floor consisting of 444 square feet pursuant to N.J.S.A. 40A:21-1 et seq. and Section 304-12 of the Municipal Code [Law]; and

WHEREAS, the City has reviewed the application, approved the construction of the Improvements and authorized the execution of a Tax Exemption Agreement by the adoption of Ordinance 16.____ on March 23, 2016.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I: APPROVAL OF TAX EXEMPTION

The City hereby agrees to a tax exemption for the construction of a new Multiple Dwelling [Improvements] on the Property, as further described in the Application, attached hereto as Exhibit B, pursuant to the provisions of N.J.S.A. 40A:21-1 et seq. and

Ordinance 16._____ which authorized the execution of this Tax Agreement [Law], subject to the terms and conditions hereof.

ARTICLE II: IN LIEU OF TAX PAYMENTS

The Applicant agrees to make estimated payments on the new Improvements, (separate and apart from taxes on the land and existing improvements which shall continue to be subject to conventional assessment and taxation and for which the Applicant shall receive no credit against the in lieu of tax payment) in lieu of full property tax payments according to the following schedule:

1. For the full calendar of Year 1, no payment in lieu of taxes;
2. For the full calendar of Year 2, twenty (20%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$11,171;
3. For the full calendar of Year 3, forty (40%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$22,789;
4. For the full calendar of Year 4, sixty (60%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$43,868; and
5. For the full calendar of Year 5, eighty (80%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$47,419.

In the event a City-wide revaluation results in decrease in the amount of taxes otherwise due, payment hereunder shall be the higher of either the taxes estimated above or the amount of actual taxes after the City-wide revaluation.

ARTICLE III: APPLICATION FEE

The Applicant has paid the sum of four thousand eight hundred dollars (\$4,900) to the City as an application fee.

ARTICLES IV: FEDERAL, STATE AND LOCAL LAW

The construction of the Improvements is subject to all applicable federal, State and local laws and regulations on pollution control, worker safety, discrimination in employment, housing provision, zoning, planning and building code requirements.

ARTICLE V: TERM OF EXEMPTION

The Tax Exemption granted shall be valid and effective for a period of five (5) full calendar years from the date of Substantial Completion of the Project, which shall ordinarily mean the date on which the City issues, or the Project is eligible to receive, a Certificate of Occupancy, whether temporary or final, for part or the whole of the Project.

During the term of the tax exemption, the Applicant shall make an in lieu of tax payment to the City in accordance with the schedule set forth above. Prior to the commencement of the tax exemption, and upon expiration thereof, the Applicant shall pay full conventional taxes on the Improvements.

ARTICLE VI: REVALUE

The applicant has agreed that in the event the revalue results in a decrease in the amount of actual taxes otherwise due, for purposes of calculating a tax payment hereunder during the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes.

ARTICLE VII: NO COUNTY EQUALIZATION AND SCHOOL AID

Pursuant to N.J.S.A. 40A:21-11(c), the percentage, which the payment in lieu of taxes for the tax exempt property bears to the property tax which would have been paid had an exemption not been granted for the property under this Agreement, shall not be applied to the valuation of the property to determine the reduced valuation of the property to be included in the valuation of the City for determining equalization for county tax apportionment and school aid, during the term of the tax exemption agreement covering this property. At the expiration or termination of this Agreement, the reduced valuation procedure required under the Law shall no longer apply.

ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY

If during any year prior to the termination of this Agreement, the Applicant ceases to operate or disposes of the Property, or fails to meet the conditions for qualifying for tax exemption under this Agreement or pursuant to Law, then the tax which would have otherwise been payable for each and every year, shall become due and payable from the Applicant as if no exemption had been granted. The Tax Collector shall, within 15 days thereof, notify the owner of the Property of the amount of taxes due.

However, with respect to the disposal of the property, if it is determined that the new owner will continue to use the property pursuant to the conditions which qualify the property for exemption, the tax exemption shall continue and this Agreement shall remain in full force and effect.

ARTICLE IX: AFFORDABLE HOUSING TRUST FUND CONTRIBUTION REQUIRED

A. **Contribution.** The Entity will pay the City the sum of \$11,166 [$\$1,500 \times$ seven (7) units = \$10,500 and $\$1.50$ per square foot of commercial space \times 444 square feet = \$666] as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;

- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Tax Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Tax Agreement.

ARTICLE X: TERMINATION/ELIGIBILITY FOR ADDITIONAL TAX EXEMPTION

Upon the termination of this Agreement for tax exemption, the Project shall be subject to all applicable real property taxes as provided by State Laws and Regulations and City Ordinances. However, nothing herein shall be deemed to prohibit the Project, at the termination of this Agreement, from qualifying for and receiving the full benefits of any other tax preferences allowed by law. Furthermore, nothing herein shall prohibit the Applicant from exercising any rights under any other tax provisions of State law or City Ordinances.

In the event the owner elects to terminate this tax abatement after the revalue, the owner shall pay the City the difference of 100% of the full amount of the taxes otherwise due from the 1st year of this agreement to the date of termination.

ARTICLE XI: PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT

In order to provide City residents and businesses with employment and other economic opportunities, the Applicant agrees to comply with the terms and conditions of the Project Employment & Contracting Agreement which is attached hereto as Exhibit C.

ARTICLE XII: NOTICES

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the party to be notified at the addresses set forth below or at such other address as either party may from time to time designate in writing:

Notice to City:

Business Administrator
City Hall, 280 Grove Street
Jersey City, New Jersey 07302

Notice to Applicant:

Sukhminder Kaur
628 Summit Avenue
P.O. Box 8008
Jersey City, New Jersey 07306

ARTICLE XIII: GENERAL PROVISIONS

This Agreement contains the entire Agreement between the parties and cannot be amended, changed or modified except by written instrument executed by the parties hereto.

In the event that any provisions or term of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; provided, however, that the City continues to receive the full benefit of any economic term hereunder.

This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

This agreement may be executed in several counterparts, each of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the Applicant have caused this Agreement to be executed on the date and year first above written.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

WITNESS:

SUKHMINDER KAUR

Sukhminder Kaur, Owner

PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made on the 23rd day of March, 2016, between the **CITY OF JERSEY CITY** [City] and **SUKHMINDER KAUR** having its principal office at 628 Summit Avenue, P.O. Box 8008, Jersey City, New Jersey 07306.

I. Definitions:

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into an agreement with the City to implement, in whole or in part, this agreement.
2. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
3. Construction Contract means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway or other improvement on a Project Site.
4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 280 Grove Street. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
5. "Economic Incentive" means a tax abatement or tax exemption for a property or project which requires approval of the Municipal Council.
6. "Employment" includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
7. Jersey City Employment and Training Corporation or "JCEPT" means the non-profit quasi public Entity with whom the City has an operating agreement to undertake certain employment services.
8. "Local Business" means a bona fide business located in Jersey City.
9. "Minority" means a person who is defined as such under federal or state law.
10. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.

11. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor and Workforce Development, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.
12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
13. "Project or Project Site" means the specific work location or locations specified in the contract.
14. The "Project Employment & Contracting Coordinator" or "Coordinator" is the employee in the Department of Administration presently, the Executive Director of the Jersey City Employment & Training Program, Inc., who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Coordinator. The Coordinator may refer a developer to the JCEPT or its one-stop career center so long as the City and JCEPT agreement is in full force and effect.
15. The "Project Employment & Contracting Monitor" or "Monitor" is the employee in the Department of Administration who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting administration as stipulated by this agreement.
16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.
17. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
18. "The Registry" or "Jersey City Employment Registry" means a data base maintained by the City or its designee, of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.
21. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the

Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

II. Purpose: Construction Jobs, Business Contracting, Permanent Jobs

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

Because this project is not subject to the terms of a Project Labor Agreement during construction, this agreement shall apply to all Construction Jobs, Business Contracts and non-construction Permanent Jobs. Recipients are also required to notify any commercial tenants of employment services available from the City.

III. Recipient Designee:

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient shall send a letter designating its "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Appendix 1. This Officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Appendix 2.

IV. Term:

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance 16.____ approving the tax exemption and terminate 5 years from the date of Substantial Completion of the Project.

V. Good Faith Goals:

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the

Recipient shall only be required to submit the periodic certified manning and certified payroll reports described below to confirm ongoing compliance. All other Recipients must comply with the following Good Faith goals.

1. **Employment (Construction and Permanent Jobs):** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.
2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

VI. Good Faith Defined. Construction Jobs:

1. **Construction Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Initial Manning Report:

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The Initial Manning Report should contain an estimate of the total hours in each construction trade or craft and the number of hours to be worked by City residents, including a list of the number of minority residents and women residents that will work in each trade or craft, including the work hours to be performed by such employees of any and all Contractors and Subcontractors. Attached hereto as Appendix B is the Recipient's Initial Manning Report.
- iii) The Initial Manning Report shall be filed with the Project Employment and Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

B. Developer's Contracting Obligations

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Mayor Steven M. Fulop's Business Cooperative Program for local and minority vendors for any construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.

- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Mayor Steven M. Fulop's Business Cooperative Program at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

Prior to commencement of their work on the Project, each Contractor or Subcontractor must agree in writing to comply with this agreement and the employment goals elaborated herein. An example of this Compliance Statement can be found in Appendix E.

D. Union Statement of Using Its Best Efforts

- i) Prior to commencement of their work on the Project, the contractor/subcontractor must submit a statement expressing its adherence to the Project Employment & Contracting Agreement to each union with which he/she has a collective bargaining agreement covering workers to be employed on the project.
- ii) The Compliance Statement shall include a union statement for the particular union to sign, which claims the union will use its best efforts to comply with the employment goals articulated in the Project Employment & Contracting agreement. This compliance statement is detailed in Appendix F. A copy of the signed compliance statement must be sent to the Project Employment & Contracting Monitor in DEO under the Department of Administration before work starts in order for a developer to be in compliance.
- iii) The Recipient will require the Contractor or Subcontractor to promptly notify the City of any refusal or failure of a union to sign the statement. If a particular union refuses to sign a statement, the Recipient will document its efforts to obtain such statement and the reasons given by the union for not signing such statement, and submit such documentation to the Project Employment & Contracting Monitor in DEO under the Department of Administration.

E. Sub-Contractors

The developer shall require that each prime contractor be responsible for the compliance of his/her subcontractors with the aforementioned Project Employment & Contracting requirements during the performance of the contract. Whenever the contractor sub-contracts a portion of the work on the project, the contractor shall bind the subcontractor to the obligations contained in these supplemental conditions to the full extent as if he/she were the contractor.

F. Union Apprentices

The contractor is responsible for assuring that resident and minority apprentices account for at least fifty (50%) percent of the total hours worked by union apprentices on the job in each trade listed in which apprentices are employed, according to the apprentice-to-journey-worker

ratio contained in the collective bargaining agreement between the various unions, and shall hold each of his/her subcontractors to this requirement. The Recipient will require the contractor or subcontractor to promptly notify the City of any refusal of a union to utilize resident and minority apprentices.

G. Monthly Manning Report

- i) The Recipient will cause the Contractor to complete and submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in DEO under the Department of Administration by the seventh day of the month following the month during which the work is performed, for the duration of the contract.
- ii) The report will accurately reflect the total hours in each construction trade or craft and the number of hours worked by City residents, including a list of the number of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by such employees of the Contractor and each of its Subcontractors during the previous month. The Monthly Manning Report shall be in the form attached hereto as Appendix G.
- iii) The Recipient is responsible for maintaining or causing the Contractor to maintain records supporting the reported work hours of its Contractors or Subcontractors.

H. Monthly Certified Payroll Report

- i) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residence, gender and ethnic/racial origin of each worker, work hours and rate of pay and benefits provided. The Certified Payroll report shall be in the form attached hereto as Appendix H.
- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

I. Equal Employment Opportunity Reports

Prior to commencement of work on the Project, the Recipient will request copies of the most recent Local Union Report (EEO-3) and Apprenticeship Information Report (EEO-2) which are required to be filed with the US Commission of Equal Employment Opportunity Commission by the collective bargaining unit. These reports will be forwarded to the Project Employment & Contracting Monitor within one month of the signing of the Project Employment & Contracting Agreement.

J. Other Reports

In addition to the above reports, the Recipient shall furnish such reports or other documents to the City as the City may request from time to time in order to carry out the purposes of this agreement.

K. Records Access

The Recipient will insure that the City will have reasonable access to all records and files reasonably necessary to confirm the accuracy of the information provided in the reports.

L. Work Site Access For Monitor

- i) The City will physically monitor the work sites subject to this agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report." An example of a bi-weekly site visit report can be found in Appendix I.
- ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

VII. Good Faith Defined. Permanent Jobs:

1. **Permanent Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will meet with the Coordinator, including the director of JCETP to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:

- i) whether subcontractors will be used in the hiring process.
- ii) the specific types of jobs that need to be filled.
- iii) the qualifications needed for these particular jobs.
- iv) possible training programs offered by the permanent employer.
- v) the Recipient's goals and how it plans to meet these goals.
- vi) any other issues which need to be addressed.

- B. Subcontractor Notification: If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix 3.
- C. Subcontractor Pre-Hiring Job Awareness Meeting: Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 1.A.(i)-(vi) and notify the City.
- D. Subcontractors of Subcontractors: Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors.
- E. Documentation of Hiring Plan: Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix 4.
- F. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
- G. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.
- H. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
- I. Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1st day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this

report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.

- J. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
- K. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
- L. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
- M. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

VIII. Good Faith Defined. Business Contracts

A. Good Faith shall mean compliance with all of the following conditions:

i) Solicitation of Businesses:

- a) One month before the solicitation for any goods or services, the Recipient must forward a letter with a description of the goods or services to the Project Employment and Contracting Coordinator;
- b) The Recipient shall provide the City with a written Purchasing Report every month. The form of this report shall be in substantially the form found in Appendix 6.
- c) Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
- d) Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.

- e) Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
- f) Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1st day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.
- g) Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
- h) Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
- i) Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
- j) Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

B. The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by Project Employment and Contracting Monitor of a Recipient, using the masthead of a local or minority owned business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

IX. Good Faith Defined. Commercial Tenants at the Project Site

Good Faith shall mean compliance with all of the following conditions:

- A. The Recipient shall send all tenants of commercial space, including retail space, within the Project Site a Tenant Employment Services Guide in the form attached as Appendix 7.
- B. The Recipient shall require tenants of commercial, including any retail space to complete an annual questionnaire concerning the composition of the work force of each tenant. The completed questionnaire be submitted to the Project Employment & Contracting Monitor. The questionnaire shall be in the form attached as Appendix 8.
- C. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than December 1st of each year.

X. Notices of Violation:

- 1. Advisory Notice: The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have seven (7) days to correct the violation.
- 2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City the City shall issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation.
- 3. Correcting the Violation: Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
- 4. Extension of Time to Correction: Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.

If the City determines that the Recipient is in violation after the expiration of the cure periods, the Recipient agrees that the City shall be entitled to the liquidated damages provided below.

XI. Liquidated Damages:

- 1. While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration

of any cure period, the City will be entitled to liquidated damages from the Recipient in the following amounts:

- A. Failure to file Initial Manning Report (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracts): an amount equal to five percent (5%) increase in the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non-compliant.
- B. Failure to conduct Pre-hiring Interviews or submit Compliance Statement (Submit description of goods or services, (Business Contracting): an amount equal to three (3%) percent of the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
- B. Failure to allow record or work place access or submit any other required reports (all categories): an amount equal to three (3%) percent increase service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
- C. The use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: An amount equal to ten (10%) service charge as set forth in the Financial Agreement for each quarter or part thereof, the Recipient is non compliant.

XII. Notices

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

Sukhminder Kaur
628 Summit Avenue
P.O. Box 8008
Jersey City, New Jersey 07306

and

2. When sent by the Recipient to the City, it shall be addressed to:

City of Jersey City
Department of Administration
Division of Economic Opportunity
Project Employment & Contracting Monitor
280 Grove Street
Jersey City, New Jersey 07302
Att: Division Director

and

Director of Jersey City Employment and Training Program, Inc
895 Bergen Avenue - 2nd Floor
Jersey City, New Jersey 07306
Att: Executive Director

with separate copies to the Mayor and the Business Administrator.

XIII. Appendix

These forms are examples only and shall be in substantially the form on file in the Division of Economic Opportunity, subject to modifications from time to time by the City as necessary or appropriate.

1. Letter designating Recipient's Project Employment & Contracting Officer
2. Letter from Recipient to Employees of Recipient's Company
3. Acknowledgment of PECA compliance of Subcontractor
4. Example of Hiring Plan
5. Example of Monthly Employment Report
6. Example of Monthly Purchasing Report
7. Tenant Employment Services Guide
8. Commercial Retail Annual Questionnaire

XIV. Adoption, Approval, Modification:

This agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

XII. Controlling Regulations and Laws:

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

In the event there are any conflicts between this Agreement and any Project Labor Agreement, then as it pertains to construction jobs covered by the PLA, the Project Labor Agreement shall govern. Wherever possible, this Agreement shall be interpreted consistently with the Project Labor Agreement.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

WITNESS:

SUKHMINDER KAUR

Sukhminder Kaur, Owner

DATE: February 17, 2016

TO: John Hallanan (For distribution to City Council and City Clerk)

FROM: Al Cameron Tax Collector's Office

SUBJECT: FIVE-YEAR TAX ABATEMENT: 628 Summit Ave. Block 6701, Lot 24

CC: M. Cosgrove, E. Borja, J. Monahan, E. Toloza, M. Vigil, R. Kakoleski, R. Lavarro, G. Corrado

INTRODUCTION:

The applicant, Sukhminder Kaur, is applying for a five (5) Year tax abatement for a four (4) story mixed use market rate rental project with seven (7) residential units and one commercial unit pursuant to N.J.S.A. 40 A: 21-1 et seq. The fee of \$4,900 was paid with the application.

LOCATION OF THE PROPERTY:

The property located at 628 Summit Avenue, is Block 6701, Lot 24 on the Jersey City Tax Map.

PROPERTY CONSTRUCTED:

The project is a four (4) story mixed use market rate rental building. The first floor consists of a 444 Sq. Ft. commercial unit and one residential unit. Parking is not Provided.

The seven (7) residential units are as follows:

<u>Unit Type</u>	<u>Number of Units</u>
Studio	4
One Bedroom	3

TOTAL CONSTRUCTION COST:

The cost of construction is certified by Raul Cabato at \$784,025.60.

CONSTRUCTION SCHEDULE:

Ordinance 14.027 was approved by the City Council on March 12, 2014. It was approved by the Mayor on March 18, 2014. The Ordinance amends Chapter 304 (Taxation) Article III (Five-Year Tax Exemption).

Amended Article III 304-13 A. (1) states; "every application for a tax exemption

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subject to a tax agreement under section 304-12 B, must be filed and approved before proceeding with the project, that is prior to construction commencing"

The first building permit was issued on April 10, 2014 and the first inspection for the footings was made on April 24, 2014. The exact start date cannot be confirmed.

The applicant received a Certificate of Occupancy on November 2, 2015. The short form Chapter 441 application was filed and the application fee paid was on November 30, 2015. It was filed and paid for within the thirty (30) day period required under the prior Ordinance.

ESTIMATED JOBS CREATED:

The project is complete. The applicant estimates twelve (12) construction jobs were created during construction. The applicant will self manage the building and assumes no real estate jobs will be created. No estimate is made for the jobs created by the commercial space. However; the applicant will execute a Project Employment and Contracting Agreement.

AFFORDABLE HOUSING TRUST FUND CONTRIBUTION:

See schedule below:

628 Summit
Avenue

		Rate	Amount
Residential Units	7	\$1,500.00	\$10,500.00
Commercial Space Sq. Ft.	444	\$1.50	\$666.00
Total AHTF Payment			<u>\$11,166.00</u>

Since permits and Certificate of Occupancy have been issued the full amount of \$11,166 is due with the execution of the Financial (Tax) Agreement.

CURRENT REAL ESTATE TAXES:

The new assessment provided by the Tax Assessor for the land is \$62,500 and the proposed building is \$731,900. Based upon that assessment at the current rate of \$74.82 the tax for the land is \$4,676. The full tax on the improvements at current the rate is \$54,761.

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PROPOSED ABATEMENT:

The applicant has requested a term of five (5) years for the abatement on the improvements. The Applicant will pay the full tax for the land tax in each and every year of the abatement and has proposed a phase-in of the assessment on improvements. In year one (1) the applicant proposes no taxes on improvements. In year two (2) the applicant would pay taxes on twenty percent (20%) of the improvements. The applicant would pay forty percent (40%) in year three (3), sixty percent (60%) in year four (4), Eighty percent (80%) in year five (5) and full taxes in year six (6).

PROPOSED REVENUE TO THE CITY:

The total phased-in tax on improvements projected to be paid for the five-year term of the abatement is \$116,116,248. The total tax exempted on the improvements for the term is \$168,729. The Tax Assessor set the assessment based upon information provided by the Applicant. The schedule below adds a two percent (2%) annual increase in the tax rate. The Assessor's Schedule does not include a projected increase in the Tax Rate.

Tax Projections on Improvements Only

628 Summit Avenue						Five Year
Year	1	2	3	4	5	Totals
Current Tax Rate	74.82	76.32	77.84	79.40	80.99	
Full Tax on Improvements	54,760.76	55,855.97	56,973.09	58,112.55	59,274.81	284,977.18
Phase In %	0%	20%	40%	60%	80%	
Phase In Tax on Improvements	0.00	11,171.19	22,789.24	34,867.53	47,419.84	116,247.81
Exempted Tax	54,760.76	44,684.78	34,183.86	23,245.02	11,854.96	168,729.38

Assumes 2% Annual Tax Rate Increase

Per Tax Assessor

Assessments

Land \$62,500

Improvements \$731,900

Total \$794,400

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FISCAL IMPACT COST PROJECTION (TIER 1 - 5 YEAR)

Block: 6701 Lot: 24 Loc: 628 SUMMIT AVE.

Market Rate Units	Demographic Multipliers (Transit Oriented Development)*					Annual Expenditures		Total Annual Expenditures		
	Number of Units	Household	Students	Residents	Students	Per Capita Municipal	Per Pupil Per School District	Municipal	School District	Total
Planned Development										
Studio	4	1,000	0.000	4.00	0.00	\$1,181.83	\$3,445.00	\$4,727.32	\$0.00	\$4,727.32
1 Bedroom	3	1,421	0.050	4.26	0.15	\$1,181.83	\$3,445.00	\$5,038.14	\$516.75	\$5,554.89
TOTAL	7			8.26	0.15			\$9,765.45	\$516.75	\$10,282.20

1. Total Municipal Ratables	\$5,997,768,597	4. CY 2015 Budget	\$535,307,187	6. Population of Jersey City (2010 Census)	247,597	9. Increase in Services Incurred Per Development	\$ 10,282.20
2. Residential Ratables	\$3,278,586,056			7. Per Capita Municipal Cost		10. Anticipated Taxes (74.82 Rate w/ 2% Annual Increase)	
Commercial Ratables	\$1,512,274,524				\$1,181.83	1st Year \$	4,676.25
3. Residential Ratables as a Percentage of Total Ratables	54.66%	5. Residential Portion	\$292,617,271	8. Annual Expenditures Per Student**	\$3,445.00	2nd Year \$	15,940.97
						3rd Year \$	27,654.41
						4th Year \$	39,830.01
						5th Year \$	52,481.57
						11. Implied Surplus (Cost)	
						1st Year \$	(5,605.95)
						2nd Year \$	5,658.77
						3rd Year \$	17,372.21
						4th Year \$	29,547.81
						5th Year \$	42,199.37

Classic Average costing approach for projecting the impact of population change and local Municipal and School District costs

*Source: New Jersey Demographic Multipliers: Profile of the Occupants of Residential and Nonresidential Development; Listokin, November 2006

**Source: 2014-2015 Jersey City Municipal Cost Per Pupil

SUKHMINDER KAUR
BLOCK 6701 Lot 24
628 Summit Avenue

6701-24

Block	Lot		Existing Assessments	New Assessment	Assessment (Phased-In)
6701	24	Land	30,000	62500	0
		Bldg	12500	731900	731900
		Total	42500	794400	731900

Est. In-Lieu of Full Property Tax Payments An Amount
Equal To A Percentage Of Taxes Otherwise Due On New
Improvement According To The Following Billing Schedule:

Year

1	In the first full tax year after completion, no payment in lieu of taxes otherwise due;	\$0
2	In the second tax year, an amount not less than 20% of taxes otherwise due, estimated to be the sum of;	\$10,952
3	In the third tax year, an amount not less 40% of taxes otherwise due, estimated to be the sum of ;	\$21,904
4	In the fourth tax year, an amount no less than 60% of taxes otherwise due, estimated to be the sum of;	\$32,856
5	In the fifth tax year, an amount not less than 80% of taxes otherwise due, estimated to be the sum of;	\$43,809

AT THE EXPIRATION OF THE EXEMPTION, THE PROJECT'S
NEW IMPROVEMENT WILL GENERATE APPROXIMATELY THE SUM OF; \$54,761

Total Land & Improvement @ 100% Valuation \$59,437

Note: 2015 Tax Rate \$74.82/ Thousand of A.V.
2/11/2016

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 16.046
TITLE: 3.B MAR 9 2016 4.B

An ordinance approving a five (5) year tax exemption pursuant to the provisions of N.J.S.A. 40A:21-1, et seq., and Section 304-9 of the Municipal Code for property designated as Block 6701 Lot 24 commonly known by the street address of 628 Summit Avenue.

RECORD OF COUNCIL VOTE ON INTRODUCTION MAR 09 2016 9:0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
Councilperson				moved, seconded by Councilperson				to close P.H.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson				moved to amend* Ordinance, seconded by Councilperson				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.--Not Voting (Abstain)

MAR 09 2016

Adopted on first reading of the Council of Jersey City, N.J. on _____

Adopted on second and final reading after hearing on _____

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date _____

APPROVED:

Steven M. Fulop, Mayor

Date _____

Date to Mayor _____

Robert Byrne, City Clerk

*Amendment(s):

City Clerk File No. Ord. 16.047

Agenda No. 3.C 1st Reading

Agenda No. 4.C 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.047

TITLE:

***ORDINANCE BY THE MUNICIPAL COUNCIL OF
THE CITY OF JERSEY CITY VACATING A PORTION
OF MARCY AVENUE, JERSEY CITY, NEW JERSEY***

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City (the "City") does possess rights-of-way through all public streets, thoroughfares and sidewalks located within the City; and

WHEREAS, the City is authorized pursuant to N.J.S.A. 40:67-1 *et seq.* and N.J.S.A. 40A:12-5 to establish, change the grade of or vacate any public street, highway, lane or alley, or any part thereof at the discretion of the City; and

WHEREAS, The County of Hudson, a body corporate and politic of the State of New Jersey, ("Petitioner") has filed a petition with the Municipal Council of the City of Jersey City requesting the vacation of a portion of Marcy Avenue, which parcel is more particularly described by the metes and bound Description of Property to be Vacated [Exhibit A], and depicted on the Right of Way Vacation Plan of Marcy Avenue [Exhibit B] both attached to this Ordinance; and

WHEREAS, Marcy Avenue is located within the City of Jersey City, County of Hudson, State of New Jersey; and

WHEREAS, there is no municipal or public need for the portion of Marcy Avenue and the Petitioner now desires this portion of Marcy Avenue to be vacated; and

WHEREAS, the area being Vacated is no longer necessary for the general public use, and the rights of the public will not be injuriously or adversely affected by the requested vacation, and such vacation advances the public safety and welfare; and

WHEREAS, the City is authorized to vacate that portion of Marcy Avenue as set forth in Exhibits A and B; and

WHEREAS, the Petitioner owns the property located on the adjacent lots immediately east and west of the desired portion of Marcy Avenue to be vacated, more specifically identified as Lincoln Park and referred to as Block 16003, Lots 2 & 3 on the official tax Map of the City of Jersey City (the "Property"); and

WHEREAS, the desired portion of Marcy Avenue to be vacated is a "paper dedicated street" and not an active public right-of-way; and

WHEREAS, the Municipal Engineer and Municipal Traffic Engineer have reviewed and approved the proposed vacation of this portion of Marcy Avenue; and

WHEREAS, said Petition has been duly advertised and proof of the giving of due notice of the Petition requesting enactment of this ordinance as required by law has been filed with the City Clerk, and the Municipal Council having held a public hearing thereon, and no objections having been made thereto:

NOW THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

Section I: All parts or portions of Marcy Avenue adjacent to Block 16003, Lots 2 & 3, and as hereinafter more particularly described and as are shown and delineated on Exhibits A and B which are annexed to this Ordinance, be and the same are hereby vacated and included into Block 16003, Lots 2 & 3, and the public easement and rights therein be and the same are hereby extinguished, which parts of the aforesaid street are more particularly described in the metes and bounds descriptions contained in Exhibit A to this Ordinance, which is incorporated herein by reference.

Section II: All costs and expenses related to the introduction, passage and publication of this ordinance, including the preparation and mailing of any and all notices related to this ordinance upon property owners within 200 feet of the area to be vacated, shall be borne and paid by the Petitioner.

Section III: The Petitioner shall file this Ordinance and the Maps with the Register of the County of Hudson within sixty (60) days after the Ordinance becomes effective.

Section IV: This Ordinance shall be subject to the following:

- 1) In the event the utilities, if any, presently located under the roadways being vacated hereunder, are not moved to another location or abandoned in place, an easement in perpetuity is reserved for the benefit of the City of Jersey City, Jersey City Municipal Utilities Authority and all public utility companies, including any cable television company as defined in the "Cable Television Act", P.L. 1972, c. 186 (c. 48:5A-1, *et seq.*) for the purpose of ingress and egress over and upon the area subject to this vacation ordinance in order to maintain; repair or replace existing utility facilities including water lines, sewer lines, gas lines and telephone, electrical and cable television wires and poles which may be located either beneath or above the surface of the area subject to this vacation ordinance.
- 2) No buildings or structures of any kind may be constructed over the water or sewer utilities, if any, within this area subject to the easement without the consent of the Chief Engineer of the City of Jersey City and/or the Jersey City Municipal Utilities Authority unless and until those utilities are relocated and/or abandoned.
- 3) In the event that utilities, if any, presently lying in the portion of Marcy Avenue being vacated hereby are relocated, then the easement otherwise created under Section IV(1), shall immediately terminate and the same shall be considered as abandoned by the respective utility company.

Section V: All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.

Section VI: This Ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.

Section VII: This Ordinance shall take effect at the time and in the manners provided by law.

Section VIII: The City Clerk and the Corporation Counsel are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing code in order to avoid confusion and possible accidental repeal of the existing provisions.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

PETITION

TO: The Mayor and Council of the City of Jersey City, New Jersey

Your Petitioner, The County of Hudson, a body corporate and politic of the State of New Jersey, ("Petitioner"), having an address c/o Hudson County Engineer's Office, 830 Bergen Avenue, Jersey City, New Jersey 07306, respectfully herein petitions the City of Jersey City:

WHEREAS, the Petitioner desires to vacate a portion of Marcy Avenue, which parcel is more particularly described by Description of Property to be Vacated [Exhibit A], and depicted on the Right of Way Vacation Plan of Marcy Avenue [Exhibit B], both prepared by Edward S. Dec, P.E., P.L.S., of Guarriello & Dec Associates, LLC, and attached hereto; and

WHEREAS, Marcy Avenue is located within the City of Jersey City, County of Hudson, and State of New Jersey; and

WHEREAS, the desired portion of Marcy Avenue to be vacated is located at the north-eastern terminus of that street and Lincoln Park; and

WHEREAS, the Petitioner owns the property located on the lots adjacent to the desired portion of Marcy Avenue to be vacated, more commonly known as a portion of Lincoln Park and more specifically referred to as Block 16003, Lots 2 & 3 on the official Tax Map of the City of Jersey City (the "Property"), a copy of the applicable Tax Map sheet is attached as Exhibit C; and

WHEREAS, the Petitioner currently operates a park maintenance compound on the property, which Petitioner is planning to modernize and expand, including construction of new storage facilities, areas for maintenance equipment, as well as removal of obsolete structures to promote better site circulation; and

WHEREAS, the desired portion of Marcy Avenue to be vacated is a "paper dedicated street" and not an active public right-of-way servicing any other party; and

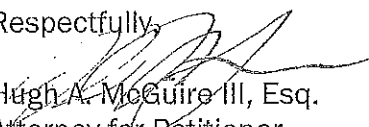
WHEREAS, the vacation of this portion of Marcy Avenue will not create any land-locked parcels inasmuch this portion of Marcy Avenue is surrounded by property owned by Petitioner and is not an active public right-of-way; and

WHEREAS, this portion of Marcy Avenue is no longer necessary for general public use, and the rights of the public will not be injuriously or adversely affected by the requested vacation; and

WHEREAS, the vacation of this portion of Marcy Avenue and the expansion and modernization of the park maintenance compound will allow Petitioner to provide enhanced services to Lincoln Park, and therefore, to the residents of the City of Jersey City, the County of Hudson and the general public; such that the proposed vacation will promote the general public interest.

NOW THEREFORE, Petitioner hereby requests that the City of Jersey City adopt an ordinance, in substantially the form submitted with and made a part of this Petition by reference, which shall ordain the vacation of that area of the Marcy Avenue as more particularly described on the Description of Property to be Vacated, and depicted on the Right of Way Vacation Plan of Marcy Avenue, both prepared by Edward S. Dec, P.E., P.L.S., of Guarriello & Dec Associates, LLC, attached as Exhibit A and Exhibit B, respectively.

Respectfully,



Hugh A. McGuire III, Esq.
Attorney for Petitioner,
The County of Hudson

Dated: October 13, 2015

GUARRIELLO & DEC ASSOCIATES LLC
CIVIL ENGINEERS AND LAND SURVEYORS
131 NORTH MICHIGAN AVENUE
P.O. BOX 208
KENILWORTH, N.J. 07033
908-620-1139 (ph.)
908-620-1102 (fax)

DONALD R. GUARRIELLO
N.J. P.E., P.P., P.L.S., C.M.E.

EDWARD S. DEC
N.J. P.E., P.L.S., C.M.E.

DESCRIPTION OF PROPERTY TO BE VACATED
A Portion of Marcy Avenue 60' Wide Right of Way
City of Jersey City, Hudson County, NJ

The following is a metes and bounds description of a portion of Marcy Avenue, about to be vacated, situated between the southerly line of Block 16003, Lot 2 and the northerly line of Block 16003, Lot 3 as delineated on the tax map of the City of Jersey City, Hudson County, NJ.

BEGINNING at a point of intersection of the westerly line of Block 16003, Lot 1 and the northerly line of Marcy Avenue. Said point being N.45 degrees 43 minutes 00 seconds E. 91.75 feet along said northerly line of Marcy Avenue and its intersection with the westerly sideline of Communipaw Avenue; Thence, along aforesaid southerly line of Lot 2

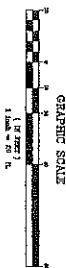
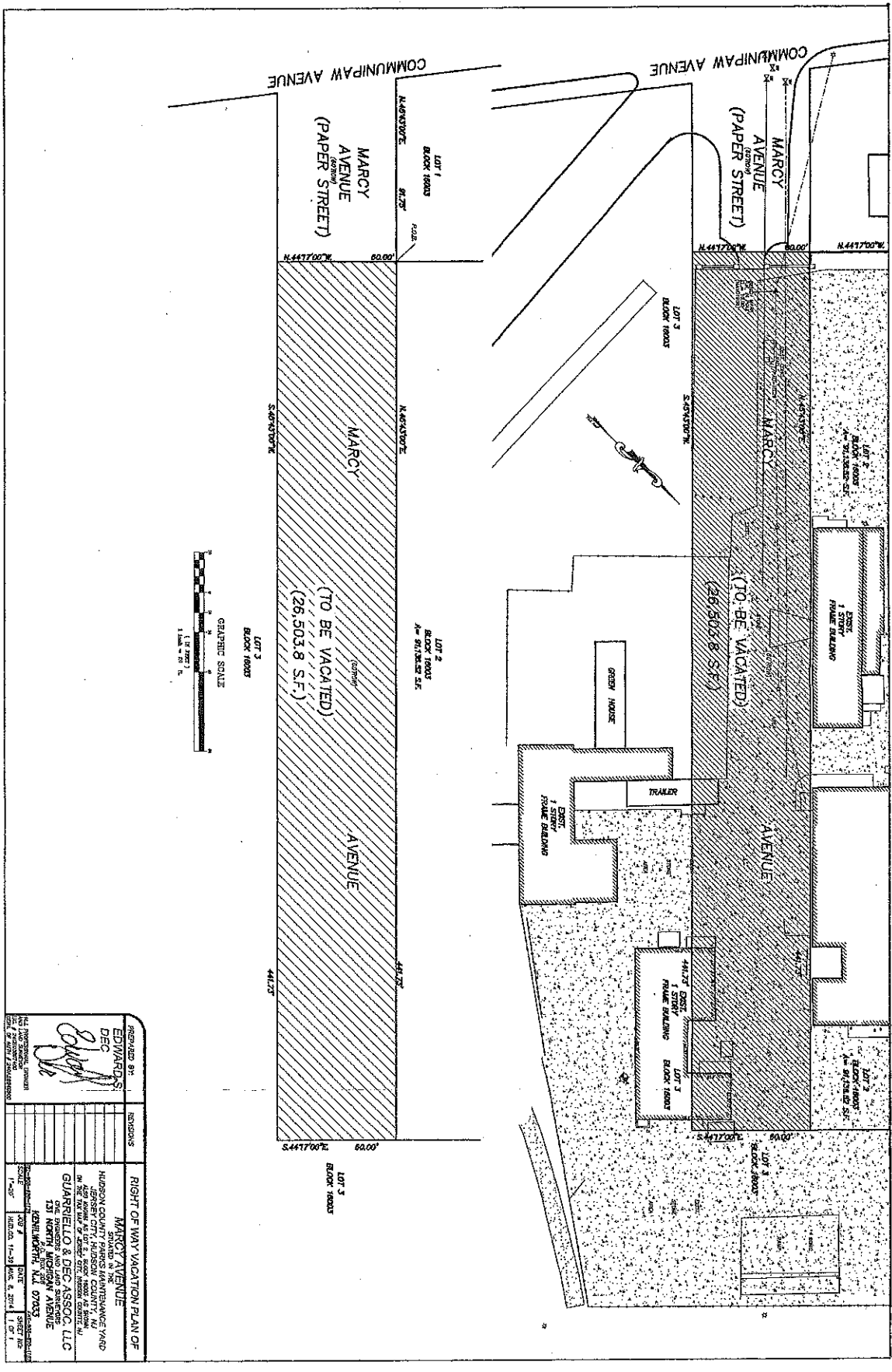
- 1) North 45 degrees 43 minutes 00 seconds East, 441.73' feet to a point of intersection of said southerly line and the westerly line of Block 16003, Lot 3; Thence, along said westerly line
- 2) South 44 degrees 17 minutes 00 seconds East, 60.00 feet to a point of intersection of said westerly line and the northerly line of same Lot 3; Thence, along said northerly line
- 3) South 45 degrees 43 minutes 00 seconds West, 441.73 feet to a point of intersection of said northerly line and the aforesaid westerly sideline of Communipaw Avenue; Thence, along said westerly line
- 4) North 44 degrees 17 minutes 00 seconds West, 60.00 feet to the point and place of BEGINNING

SAID ABOVE DESCRIBED tract or parcel of land containing within said bounds 0.6084 acres more or less (26,503.8 S.F.).

October 10, 2014

EDWARD S. DEC
N.J. P.E., P.L.S., C.M.E. 24GB0389740

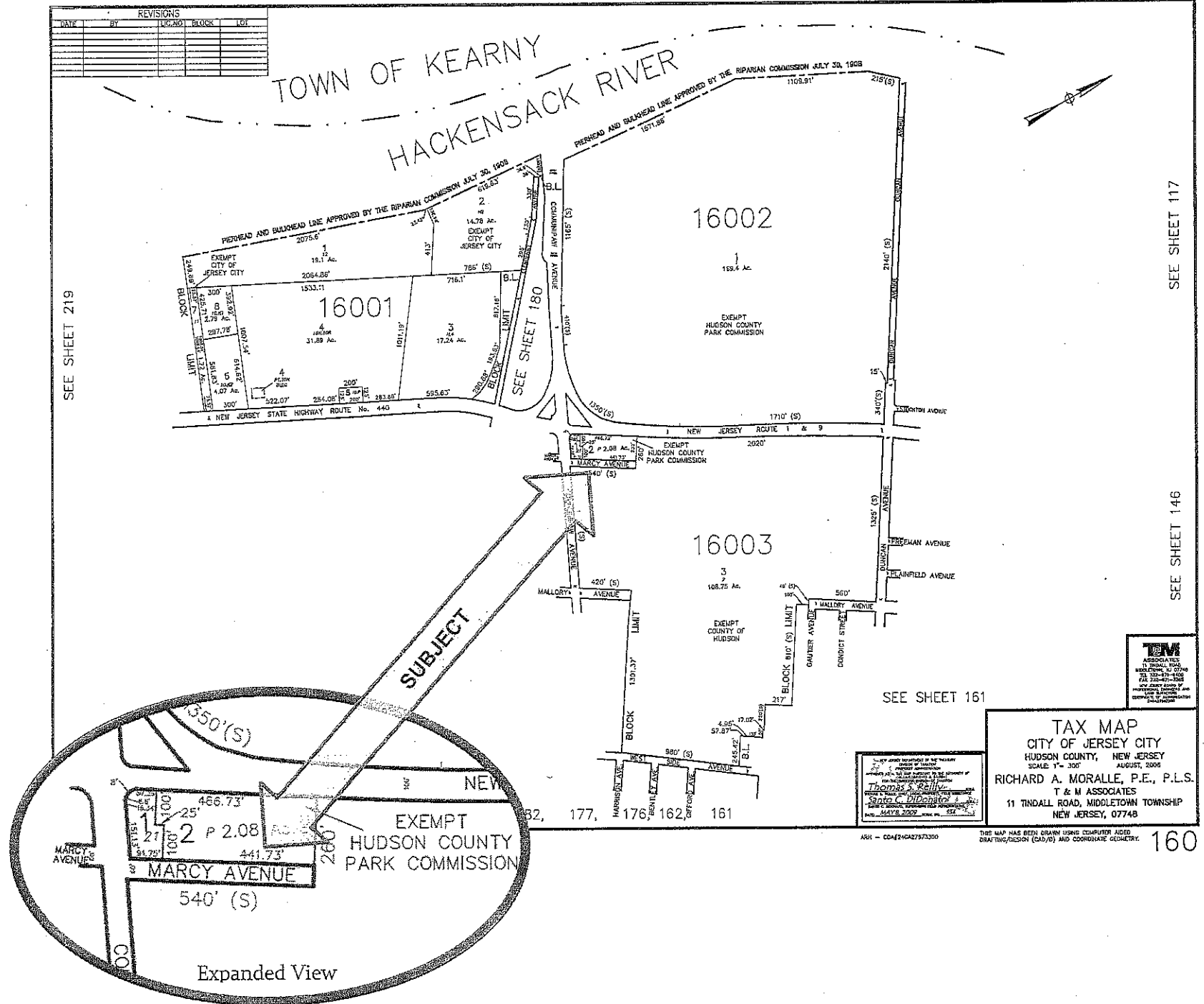
EXHIBIT A



APPROVED BY:	REVISIONS	RIGHT OF WAY VACATION PLAN OF
EDWARDS DEC 10 2010		MARCY AVENUE
<i>[Signature]</i>		HUDSON COUNTY PARKS MAINTENANCE YARD
		JERSEY CITY, HUDSON COUNTY, NJ
		300 NEW WAY ST. JERSEY CITY, NJ
		300 NEW WAY ST. JERSEY CITY, NJ
		GUARIELLO & DEC ASSOC. LLC
		121 NORTH HUDSON AVENUE
		JERSEY CITY, NJ 07310
		100% COMPLETE
		DATE: 12-10-10
		SCALE: 1\"/>

EXHIBIT B

EXHIBIT C



SEE SHEET 117

SEE SHEET 146

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 16.047
TITLE: 3.C MAR 9 2016 4.C

Ordinance by the Municipal Council of the City of Jersey
City vacating a portion of Marcy Avenue, Jersey City.

RECORD OF COUNCIL VOTE ON INTRODUCTION MAR 09 2016 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
Councilperson				moved, seconded by Councilperson				to close P.H.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson				moved to amend* Ordinance, seconded by Councilperson				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on MAR 09 2016

Adopted on second and final reading after hearing on _____

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on

APPROVED:

Robert Byrne, City Clerk

Rolando R. Lavarro, Jr., Council President

Date _____

*Amendment(s):

APPROVED:

Steven M. Fulop, Mayor

Date _____

Date to Mayor _____

City Clerk File No. Ord. 16.048

Agenda No. 3.D 1st Reading

Agenda No. 4.D 2nd Reading & Final Passage

ORDINANCE OF JERSEY CITY, N.J.



COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.048

TITLE:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AN AMENDMENT TO THE ZONING MAP EXPANDING THE RESTAURANT OVERLAY ZONE

WHEREAS, the Municipal Council, pursuant to N.J.S.A. 40:55D-62, may adopt or amend a zoning ordinance relating to the nature and extent of the uses of land and of buildings and structures thereon; and

WHEREAS, the Municipal Council adopted the Land Development Ordinance, Chapter 345 of the Code of the City of Jersey City, on April 11, 2001, (Ordinance No. 01-042), and several amendments since then; and

WHEREAS, the Land Use Element of the Jersey City Master Plan references the creation of a "restaurant row" through the adoption of the Restaurant Overlay Zone (ROZ) within the downtown Newark Avenue Neighborhood Commercial District; and

WHEREAS, a Master Plan Reexamination Report recommending the expansion of the ROZ boundaries into growth areas in Jersey City was adopted by the Planning Board on July 26, 2011; and

WHEREAS, amendments to the Zoning map implementing the recommendations of the Reexamination Report were recommended by the Planning Board for adoption by the Municipal Council on February 23, 2016; and


WHEREAS, the subject map amendments are attached hereto and made a part hereof, and are available for public inspection at the Office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

WHEREAS, the City Planning Division has given notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning Board;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the Land Development Ordinance Zoning Map, be and hereby is amended as per the attached document;

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.


Robert D. Cotter, AICP, PP, Director
Division of City Planning

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: 

APPROVED: _____

Business Administrator

Certification Required ☐
Not Required ☐

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution/ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution/ordinance.

Full Title of Ordinance/Resolution**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
ADOPTING AN AMENDMENT TO THE ZONING MAP EXPANDING THE
RESTAURANT OVERLAY ZONE****Initiator**

Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, FAICP	Director
	Willow Latham	Senior Planner
Phone/email	201-547-5010	bobbyc@cnj.org / wlatham@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Purpose

This Ordinance expands the ROZ zoning to new growth areas in the Heights and Downtown districts.

In Map 1, the changes are proposed to include existing commercial strips along Central and Palisades Avenues, as well as historic commercial corridors along Congress and Franklin Streets that are returning to retail and restaurant use as transit routes to the Light Rail.

In Map 2, the changes are proposed to i. correct patches of inappropriate zoning (i.e. the R-1 residential zoning for the Philippine Bread House); ii. continue the borders of the ROZ to include full lots or blocks that had previously been only partially included; and iii. include existing restaurants to boost business and allow them to better compete with already ROZ-zoned restaurants.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

2/26/16

2/26/16

Department of Housing, Economic Development & Commerce
Division of City Planning



Inter-Office Memorandum

DATE: February 26, 2016
TO: Council President Lavarro, Anthony Cruz, Bob Cotter
FROM: Willow Latham, Senior Planner *WL*
SUBJECT: Ordinance Expanding the Restaurant Overlay Zone

This Ordinance expands the ROZ zoning to new growth areas in the Heights and Downtown districts.

In Map 1, the changes are proposed to include existing commercial strips along Central and Palisades Avenues, as well as historic commercial corridors along Congress and Franklin Streets that are returning to retail and restaurant use as transit routes to the Light Rail.

In Map 2, the changes are proposed to i. correct patches of inappropriate zoning (i.e. the R-1 residential zoning for the Philippine Bread House); ii. continue the borders of the ROZ to include full lots or blocks that had previously been only partially included; and iii. include existing restaurants to boost business and allow them to better compete with already ROZ-zoned restaurants.

SUMMARY STATEMENT

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AN AMENDMENT TO THE ZONING MAP EXPANDING THE RESTAURANT OVERLAY ZONE

This Ordinance expands the ROZ zoning to new growth areas in the Heights and Downtown districts.

In Map 1, the changes are proposed to include existing commercial strips along Central and Palisades Avenues, as well as historic commercial corridors along Congress and Franklin Streets that are returning to retail and restaurant use as transit routes to the Light Rail.

In Map 2, the changes are proposed to i. correct patches of inappropriate zoning (i.e. the R-1 residential zoning for the Philippine Bread House); ii. continue the borders of the ROZ to include full lots or blocks that had previously been only partially included; and iii. include existing restaurants to boost business and allow them to better compete with already ROZ-zoned restaurants.

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 16.048
TITLE: 3.D MAR 9 2016 4.D

Ordinance of the Municipal Council of the City of Jersey
City adopting an amendment to the Zoning Map
expanding the Restaurant Overlay Zone.

RECORD OF COUNCIL VOTE ON INTRODUCTION MAR 09 2016 9:0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
Councilperson moved, seconded by Councilperson to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson moved to amend* Ordinance, seconded by Councilperson & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on MAR 09 2016

Adopted on second and final reading after hearing on _____

This is to certify that the foregoing Ordinance was adopted by
the Municipal Council at its meeting on

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date _____

APPROVED:

Steven M. Fulop, Mayor

Date _____

Date to Mayor _____

Robert Byrne, City Clerk

*Amendment(s):

City Clerk File No. Ord. 16.050

Agenda No. 3.F 1st Reading

Agenda No. 4.E 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.050

TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE MORRIS CANAL REDEVELOPMENT PLAN TO CREATE AN AFFORDABLE HOUSING PROVISION IN THE TOD-W ZONE

WHEREAS, the Municipal Council of the City of Jersey City adopted the Morris Canal Redevelopment Plan in March of 1999, and amended the Plan numerous times subsequently, most recently on January 13, 2016; and

WHEREAS, the existing Plan's Transit Oriented Development – West (TOD-W) zone allows for a density of 125 units per acre; and

WHEREAS, there is a need citywide for more affordable housing; and

WHEREAS, because the community is experiencing growth and is located in close proximity to the Light Rail (HBLRT), it would be appropriate to increase the permitted density to 200 units per acre through the mechanism of an affordable housing bonus provision; and

WHEREAS, only those developers who agree to provide 5% affordable units or 3 units (whichever is greater) will be eligible for increased density; and

WHEREAS, the Planning Board, at its meeting of February 23, 2016, determined that the Morris Canal Redevelopment Plan should be amended to revise the TOD-W Zone's permitted density with an affordable housing bonus pertaining to Block 19003; and

WHEREAS, a copy of the Planning Board's recommended amendments to the Morris Canal Redevelopment Plan is attached hereto, and made a part hereof, and is available for public inspection at the office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the aforementioned amendments to the Morris Canal Redevelopment Plan be, and hereby are, adopted.

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.



Robert D. Cotter, PP, FAICP
Director, Division of City Planning

APPROVED AS TO LEGAL FORM

APPROVED: 

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE MORRIS CANAL REDEVELOPMENT PLAN TO CREATE AN AFFORDABLE HOUSING PROVISION IN THE TOD-W ZONE

Initiator

Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, FAICP	Director
	Matt Ward, PP, AICP	Senior Planner
Phone/email	201-547-5010	bobbyc@jcnj.org / mward@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The proposed amendments revise the TOD-W of the Morris Canal Redevelopment Plan. Currently, the existing Plan's Transit Oriented Development -- West (TOD-W) Zone on Block 19003 allows for 8 story buildings with 135 units per acre. There is a need citywide for more affordable housing citywide. The TOD-W Zone is located in close proximity to the Light Rail (HBLRT). Therefore, it is appropriate permit increased density through an affordable housing bonus. This amendment permits the maximum density to increase from 125 to 200 units per acre if 5% of units or 3 units, whichever is greater, are dedicated as affordable.

I certify that all the facts presented herein are accurate.


Signature of Division Director 2/26/16
Date


Signature of Department Director 2/26/16
Date

Summary Sheet:


**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY
CITY ADOPTING AMENDMENTS TO THE MORRIS CANAL
REDEVELOPMENT PLAN TO CREATE AN AFFORDABLE HOUSING
PROVISION IN TOD-W ZONE**

The proposed amendments revise the TOD-W of the Morris Canal Redevelopment Plan. Currently, the existing Plan's Transit Oriented Development -- West (TOD-W) Zone on Block 19003 allows for 8 story buildings with 135 units per acre. This amendment permits the maximum density to increase from 125 to 200 units per acre if 5% of units or 3 units, whichever is greater, are dedicated as affordable. There is no change in permitted heights.

Department of Housing, Economic Development & Commerce
Division of City Planning



Inter-Office Memorandum

DATE: 2/25/ 2015
TO: Council President Lavarro, Anthony Cruz, Robert Cotter
FROM: Matt Ward, PP, AICP 
SUBJECT: Morris Canal Redevelopment Plan amendments

The proposed amendments revise the TOD-W zone of the Morris Canal Redevelopment Plan.

Currently, the existing Plan's Transit Oriented Development – West (TOD-W) Zone allows for 8-story buildings with a maximum density of 125 unit per acre. There is a need citywide for more affordable housing. The TOD-W Zone is located in close proximity to the Light Rail (HBLRT). Therefore, it is appropriate permit increased density through an affordable housing bonus.

This amendment permits the maximum density to increase from 125 to 200 units per acre if 5% of units or 3 units, whichever is greater, are dedicated as affordable.

These amendments were discussed at a community meetings on December 3, 2015 at and December 8, 2015. At both meetings, the positive effects of the amendments were understood by the community and no opposition to proceeding was voiced.

Amendments received favorable recommendations from the Planning Board for adoption. The party requesting the amendment also carried notice to community groups was carried out as detailed in the plan. They also spoke at a separate more recent public meeting on February 9, 2016.

**PROPOSED AMENDMENT TO
MORRIS CANAL REDEVELOPMENT PLAN**

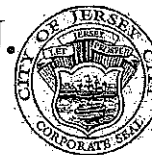
TOD-West

c. Block 15802 & 19003

- vix. Affordable Housing Bonus for Block 19003 - For the construction of affordable housing described herein, developers of lots on Block 19003 may elect to utilize the Affordable Housing Bonus provisions below. The developer shall execute a Redeveloper Agreement with the Jersey City Redevelopment Agency (JCRA) in order to certify affordable renters and/or buyers and recertify renters on an annual basis or according to terms in the Redevelopment Agreement for the entire affordability period. The JCRA may waive the Redeveloper Agreement requirement if a developer proves that they are receiving monies from a government, semi-public, philanthropic or other similar entity for the creation of affordable housing and acceptable reporting requirements are required by the grantor of said monies. The developer shall dedicate three (3) units, or five percent (5%) of all residential units constructed, whichever is greater, as affordable housing. All dedicated units shall be affordable to households at or below 80% of the Area Median Income (AMI) as promulgated by the U.S. Department of Housing and Urban Development for a period of 15 years from the issuance of the certificate of occupancy or for the duration of an approved tax abatement, whichever is less. If the terms of the Affordable Housing Bonus are satisfied, a developer shall qualify for the following bonus provided:

1. Maximum Density: The maximum density may be increased to 200 units per acre.

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 16.050
TITLE: 3.F MAR 9 2016 4.E

Ordinance of the Municipal Council of the City of Jersey City adopting amendments to the Morris Canal Redevelopment Plan to create an affordable housing provision in the TOD-W Zone.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
COUNCILPERSON				COUNCILPERSON				COUNCILPERSON			
AYE	NAY	N.V.		AYE	NAY	N.V.		AYE	NAY	N.V.	
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

MAR 09 2016 8-1

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
Councilperson				moved, seconded by Councilperson				to close P.H.			
AYE	NAY	N.V.		AYE	NAY	N.V.		AYE	NAY	N.V.	
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson				moved to amend* Ordinance, seconded by Councilperson				& adopted			
AYE	NAY	N.V.		AYE	NAY	N.V.		AYE	NAY	N.V.	
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON				COUNCILPERSON				COUNCILPERSON			
AYE	NAY	N.V.		AYE	NAY	N.V.		AYE	NAY	N.V.	
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.--Not Voting (Abstain)

MAR 09 2016

Adopted on first reading of the Council of Jersey City, N.J. on _____

Adopted on second and final reading after hearing on _____

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date _____

APPROVED:

Steven M. Fulop, Mayor

Date _____

Date to Mayor _____

*Amendment(s):

Robert Byrne, City Clerk